

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

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This contract for special services is entered into by and between the County of San Luis Obispo ("County"), a public entity and legal subdivision of the State of California, and the Superior Court of the State of California for the County of San Luis Obispo (hereafter referred to as the "Court" or "Contractor").

**WHEREAS**, the County of San Luis Obispo receives funding from the State of California to compensate the County for costs incurred due to the Public Safety Realignment Act of 2011 ("AB 109 funding"); and

**WHEREAS**, the Court is an important member of the criminal justice system in San Luis Obispo County; and

**WHEREAS**, the Court, on a monthly average, processes 25 prison packets, hears 13 Post Release Community Supervision (PRCS) revocation cases, processes 79 probation cases, and hears 463 cases in the various specialty Courts; and

**WHEREAS**, the County Jail has a need for the timely receipt of prison packets to help manage the jail population; the Probation Department needs probation orders to be sent to the Department in a timely manner; the County criminal justice system needs to have reliable and consistent access to various specialty Courts to help best deal with offenders; and

**WHEREAS**, the Court currently lacks sufficient personnel to meet the needs of the County's criminal justice system, and the County wishes to use a portion of its AB 109 funding to address that deficiency; and

**WHEREAS**, an efficient working criminal justice system will create a safer and more just community; and

**WHEREAS**, the County has not previously used County Civil Service or other contract employees to provide the services herein described; and

**WHEREAS**, Contractor is specially trained, experienced, expert, and competent to perform such special services; and

**WHEREAS**, the Court and San Luis Obispo County enter into this contract defining the relationships and the responsibilities of the parties to this contract;

**NOW THEREFORE**, in consideration for the promises, obligations, and covenants contained herein, the parties agree as follows:

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
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1. Scope of Service. Contractor agrees to provide the Scope of Services set out in Exhibit A attached hereto and made a part hereof by this reference.
2. Compensation and Billing for Services. Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Term of Contract. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. General Conditions. Contractor and County shall comply with all applicable provisions of the General Conditions, attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Contractor and County shall comply with all applicable provisions of the Special Conditions attached hereto as Exhibit E and incorporated herein by reference.

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year hereinabove set forth.

**CONTRACTOR:**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO

Tax ID: Held in Confidential File

For Susan Matherley  
By: Thi Nguyen

Printed Name: THU NGUYEN

Date: July 11, 2013

Title: Assistant Court Executive Officer

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
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**COUNTY OF SAN LUIS OBISPO:**  
A Public Entity in the State of California

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Julie Rodewald, County Clerk and Ex-Officio  
Clerk of the Board of Supervisors

Approved as to form and legal effect.

RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Date: 7/11/13

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
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---

**EXHIBIT A – INDEPENDENT CONTRACTOR  
SCOPE OF SERVICES**

- 1. Assignment of Legal Process Clerks to County Matters.** The Court will assign or hire two legal process clerks (“LPC”), at the level of LPC II or higher, whose sole responsibilities shall be processing prison packets, probation orders, and PRCS revocation hearings.
  
- 2. Work Performance Standards.** The Court shall ensure that the following standards are met:
  - a. Prison Packet.** The Court shall deliver prison packets to the County Jail no later than 15 business days after the conclusion of the sentencing hearing.
  - b. Probation Orders.** The Court shall deliver probation orders to the Probation Department no later than 10 business days after the conclusion of the sentencing hearing.
  - c. PRCS and Parole Revocation Hearings.** The Court will process all PRCS and Parole Revocation Hearings in a timely manner.
  - d. Specialty Courts.** The Court will maintain the current staffing levels on all existing specialty Courts.
  - e. Pre-Release Program.** The Court will participate in all planning meetings regarding the implementation of a Pre-Trial program in San Luis Obispo County.

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
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---

**EXHIBIT B – INDEPENDENT CONTRACTOR  
COMPENSATION AND BILLING FOR SERVICES**

**1. Compensation and Billing.**

The County shall pay the Court an amount not to exceed \$151,288 annually for the actual direct costs of salary and benefits for the two legal process clerks who are hired or assigned in accordance with Exhibit A hereto. The Court shall submit a cost-based itemized bill to the County every quarter for the direct costs of the salary and benefits of the two legal process clerks. The billing shall follow the format determined by the County and shall include documentation specific to Contractor's Scope of Services.

**2. Source of Funding.**

Contractor acknowledges that the funds being used to pay for services of Contractor are received by the County from the State of California as part of the County's AB 109 funding allocation. Other County fiscal resources and property shall not be subject to any liability under this contract. If the County's AB 109 funding allocation from the State decreases from the FY 2013-2014 level, County shall immediately notify Contractor, and the parties shall negotiate an amendment to this contract to modify its terms.

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
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---

**EXHIBIT C – INDEPENDENT CONTRACTOR  
TERM OF CONTRACT**

**1. Effective Date.**

The effective date of this contract is July 23, 2013. The County of San Luis Obispo shall be the last to sign this contract and any amendments thereto. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.

**2. Term.**

Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 30, 2014.

**3. Renewal.**

Except as otherwise provided below, this contract may be renewed for three successive one year terms immediately following the initial term, subject to the same contract provisions.

**4. Delegation of Authority to Renew.**

The Board of Supervisors expressly delegates to the Chief Probation Officer the authority to renew this contract on the same terms and conditions stated herein, contingent on prior funding approval. In no event shall this contract be extended past June 30, 2017..

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
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---

**EXHIBIT D – INDEPENDENT CONTRACTOR  
GENERAL CONDITIONS**

**1. Independent Contractor.**

Contractor shall be deemed to be an independent contractor of County. Nothing in this contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the County to exercise direction or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

**2. No Eligibility for Fringe Benefits.**

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

**3. Warranty of Contractor for Provision of Services.**

The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, Federal, State, and Local laws and regulations applicable to the provision of services herein.

**4. Warranty of Contractor – Compliance with all Laws.**

The Contractor warrants that Contractor shall keep informed of, observe, and comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this contract. If any conflict arises between provisions of the scope of work or specifications in this contract and any law, then the Contractor shall immediately notify the County in writing.

**5. Power and Authority of Contractor.**

If the Contractor is a corporation, contractor represents and warrants that it is and will remain, throughout the term of this contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

---

organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

**6. Non-Assignment of Contract.**

Inasmuch as this contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

**7. Entire Agreement and Modifications.**

This contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this contract and no others.

**8. Governing Law.**

This contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.

**9. Waiver.**

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this contract shall impair any such right power or privilege, or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought, and then, only to the extent expressly specified therein.

**10. Severability.**

The Contractor agrees that if any provision of this contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to effectuate the original intent of the parties as closely as possible.



**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

---

**11. Nondiscrimination.**

Contractor agrees that it will abide by all federal and state labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

**12. Notices.**

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses, or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

James Salio  
Chief Probation Officer  
1730 Bishop Street  
San Luis Obispo, CA 93401

And to Contractor at:

Susan Matherly  
Court Executive Officer  
1035 Palm Street, Room 385  
San Luis Obispo, CA 93408

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

**13. Inspection Rights.**

The Contractor shall allow the County to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records and facilities maintained by Contractor and subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years, thereafter, the Contractor shall furnish any such record, or copy thereof,

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

---

to County.

**14. Headings.**

The headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.

**15. Signatory Authority.**

Contractor warrants that it has full power and authority to enter into and perform this contract, and the person signing this contract warrants that he or she has been properly authorized and empowered to enter into this contract.

**16. Indemnification.**

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

**17. Insurance.**

Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless an exception is granted by the County Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Agreement and related warranty period if applicable.

**A. Scope and Limits of Required Insurance Policies**

- i. **Commercial General Liability.** The policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
  - (a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
  - (b) The insurance provided herein shall be considered primary coverage to the County of San Luis Obispo with respect to any insurance or self-insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

---

this insurance.

- (c) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
- ii. **Business Automobile Policy.** The policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
  - (a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
  - (b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
- iii. **Workers' Compensation/Employer's Liability Insurance.**
  - (a) Workers' compensation policy shall provide statutory limits as required by the State of California. The policy shall be endorsed with the following specific language or contain equivalent language in the policy:
    - 1. Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.
    - 2. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
  - (b) Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
- iv. **Professional Liability Insurance ("PL").** This policy shall cover damages, liabilities, and costs incurred as a result of contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least one million dollars (\$1,000,000) per claim including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more that seventy-five percent (75%) in any given year.

**B. Deductibles and Self-Insurance Retentions.**

All deductibles and self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

**C. Documentation.**

Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County of San Luis Obispo properly executed

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

---

certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

**D. Absence of Insurance Coverage.**

County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense due to stopping of work and change of insurance shall be considered Contractor's delay and expense

**18. Nonappropriation of Funds.**

In the event that the term of this contract extends into fiscal years subsequent to that in which it was approved, continuation of the contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, the provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this contract have not been appropriated or provided, this contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this contract, and the Contractor shall not be obligated to perform any provision of this contract or to provide services intended to be funded pursuant to this contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this contract with no liability to the County or offer a contract amendment to the Contractor to reflect the reduced amount.

**19. Force Majeure.**

Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall, as soon as reasonably possible, give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this contract.

**20. Fiscal Records.**

Contractor shall maintain accurate fiscal records pertaining to services performed under this Contract. Such fiscal records shall be open for inspection to County Auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

---

accounting procedures. Contractor shall maintain such records and accounts for a minimum of five years, or in the case of an audit, until audit findings are resolved, whichever is later.

**21. Fiscal Controls.**

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

- i. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
- ii. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

**22. State Audit.**

Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

**23. Nondisclosure.**

All reports, information, documents, or any other materials prepared by Contractor under this contract are the property of the County unless otherwise provided herein. Contractor shall not disclose such reports, information, documents and other materials without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make the sole decision about whether and how to release information according to law.

**24. Conflict of Interest.**

Contractor acknowledges that Contractor is aware of and understands the provisions of sections 1090, et.seq., and 87100, et. seq., of the Government Code, which relate to conflicts of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this contract. Contractor agrees to comply with applicable requirements of Government Code section 87100, et. seq., during the term of this contract.

**25. Immigration Reform and Control Act.**

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

---

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this contract are in compliance with IRCA.

**26. Third Party Beneficiaries.**

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person.

**27. Tax Information Reporting.**

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

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**EXHIBIT E – INDEPENDENT CONTRACTOR  
SPECIAL CONDITIONS**

**1. Termination for Convenience.**

Either party may terminate this Contract at any time by giving the other party at least 30 calendar days written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., pacific standard time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services that were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

**2. Termination for Cause.**

- a. If the County determines that there has been a material breach of this contract by Contractor that poses a threat to health and safety, the County may immediately terminate the contract. In addition, if any of the following occur, County shall have the right to terminate this contract effective immediately upon giving written notice to the Contractor:
  - (1) Contractor fails to perform his duties to the satisfaction of the County; or
  - (2) Contractor fails to fulfill in a timely and professional manner his obligations under this contract; or
  - (3) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
  - (4) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
  - (5) Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
  - (6) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

---

- b. Contractor's obligations to provide services shall automatically terminate on the effective date of termination.
- c. For all other material breaches of this contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this contract.
- d. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor. Such costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

**3. Accounting for Travel and Lodging.**

There shall be no payment for travel and lodging expenses.

**4. Consistency in Level of Services.**

As a condition for reimbursement, Contractor shall provide to, and ensure that clients served under this contract, receive the same level of services as provided to all other clients served regardless of status or source of funding.

**5. Nondiscrimination.**

- a. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977.
- b. Contractor shall comply with the provisions of the Americans with disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

**6. Screening for Inspector Generals' Excluded Provider List.**

At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General. On an annual basis, Contractor shall conduct or cause to be conducted a



**CONTRACT FOR LEGAL PROCESSING SERVICES (AB 109) between  
SUPERIOR COURT OF CALIFORNIA for the COUNTY OF SAN LUIS OBISPO and  
COUNTY OF SAN LUIS OBISPO**

---

screening of all employees, contractors or agents and shall sign a certification documenting that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General. Documentation shall be forwarded to the Contracts Coordinator for inclusion in the contract file.

**7. Equipment.**

Contractor shall furnish all personnel and equipment for the performance of services pursuant to this contract, including supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services.

**8. Gifts.**

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else.

**9. Power to Terminate.**

The Chief Probation Officer may effectuate termination of this contract without the need for action, approval, or ratification by the Board of Supervisors.